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liable for want of notice of non-payment, will become liable on a new promise to pay, whether or not he knew of his defense. *Third Nat. Bank v. Ashworth*, 105 Mass. 503.

CONTRACTS — DEFENSES — STATUTORY INFORMALITY AS DEFENSE AGAINST SUIT BY GOVERNMENT. — The defendant, whose bid for transportation of coal had been accepted by the United States Navy Department, was tendered a written contract in the form required by statute. U. S. REV. STAT., § 3744. This he refused to sign on the ground of variance. The government now sues for breach of contract. *Held*, that the plaintiff may recover. *United States v. New York, etc. Steamship Co.*, 239 U. S. 88.

Although the statute in the principal case does not in terms invalidate unwritten contracts, the Supreme Court has held them unenforceable against the United States. *Clark v. United States*, 95 U. S. 539; *Henderson's Case*, 4 Ct. Cl. 75. This construction carries out the purpose of the statute, which is, in the words of its preamble, "to prevent and punish Fraud on the Part of Officers intrusted with making Contracts for the Government," for it assures to the government that all fraudulent contracts will be either written and on file or nugatory. But it would be going beyond both the terms and the purpose of the statute to extend this construction to make informal contracts unenforceable against the contractor, for it is inconceivable that Congress intended to protect him against frauds of the government. The objection that the government's promise thus becomes illusory, and hence no consideration for the contractor's promise, has no greater force than in contracts of infants or in contracts under the Statute of Frauds where only the defendant has signed the memorandum. *Holt v. Ward Clarendieux*, 2 Strange 937; *Clason v. Bailey*, 14 Johns. (N. Y.) 484. Nevertheless, as the contractor may well be led into expensive preparations which in no wise enrich the government, the lack of mutuality throws a burden on the contractor not wholly relieved by his right to recover in *quantum meruit*. *Clark v. United States*, *supra*. A possibility in the principal case not mentioned by the court is that both parties looked forward to the required formalities as a necessary preliminary to a binding contract. *Mississippi, etc. Steamship Co. v. Swift*, 86 Me. 248, 29 Atl. 1063. See *Capitol Printing Co. v. Hoey*, 124 N. C. 767, 793, 33 S. E. 160, 168.

CORPORATIONS — STOCKHOLDERS: RIGHTS INCIDENT TO OWNERSHIP — RIGHT TO VOTE: VOTING TRUSTS. — The holders of the majority stock of a corporation transferred their stock to the president as trustee, taking in return trust certificates. The trust was to last for ten years, the absolute power to vote being in the trustee. The plaintiff purchased certain trust certificates, and upon demand being made the defendant refused to issue stock certificates in exchange for the trust certificates. The plaintiff brings a bill in equity praying a cancellation of the agreement and a decree ordering the stock to be issued. *Held*, that the relief should be granted, the agreement being void. *Luthy v. Ream*, 110 N. E. 373.

For a discussion of this case, see NOTES, p. 433.

CRIMINAL LAW — LIABILITY FOR OTHERWISE LAWFUL ACT RESULTING IN UNLAWFUL ACT OF OTHERS — SALE OF LIQUOR WITH KNOWLEDGE THAT IT IS TO BE RESOLD ILLEGALLY. — The defendant sold liquor knowing that the buyer intended to resell it in violation of the law. *Held*, that he was guilty of aiding and abetting in the subsequent resale. *Cook v. Stockwell*, 113 L. T. R. 246 (K. B.).

It is a general rule that the intervening, independent acts of a third person, if foreseeable, will not make a preceding cause remote. *Carter v. Towne*, 98 Mass. 567; *Jennings v. Davis*, 187 Fed. 703, 709; *Dixon v. Bell*, 5 Maule & S.